

**TORRANCE COUNTY**

**REQUEST FOR PROPOSALS (RFP)**

**ESTANCIA, MORIARTY, WILLARD,  
AND TORRANCE COUNTY (EMWT)  
REGIONAL WATER ASSOCIATION  
PROJECT MANAGEMENT SERVICES**



**RFP#**

**TC FY24-25-008**

RFP Release Date: October 07, 2024

Proposal Due Date: October 23, 2024

## Table of Contents

<b>I. INTRODUCTION .....</b>	<b>4</b>
1. PURPOSE OF THIS REQUEST FOR PROPOSALS .....	4
2. BACKGROUND INFORMATION .....	4
3. SCOPE OF PROCUREMENT .....	4
4. CHIEF PROCUREMENT OFFICER .....	5
5. PROPOSAL DELIVERY .....	5
6. DEFINITION OF TERMINOLOGY .....	5
7. PROCUREMENT LIBRARY .....	9
<b>II. CONDITIONS GOVERNING THE PROCUREMENT .....</b>	<b>10</b>
A. SEQUENCE OF EVENTS .....	10
B. EXPLANATION OF EVENTS .....	10
1. <i>Issue RFP</i> .....	10
2. <i>Acknowledgement of Receipt Form</i> .....	10
3. <i>Deadline to Submit Written Questions</i> .....	11
4. <i>Response to Written Questions</i> .....	11
5. <i>Submission of Proposal</i> .....	11
6. <i>Proposal Evaluation</i> .....	11
7. <i>Selection of Finalists</i> .....	12
8. <i>Finalize Contractual Agreements</i> .....	12
9. <i>Contract Awards</i> .....	12
10. <i>Protest Deadline</i> .....	12
C. GENERAL REQUIREMENTS .....	12
1. <i>Acceptance of Conditions Governing the Procurement</i> .....	12
2. <i>Incurring Cost</i> .....	13
3. <i>Prime Contractor Responsibility</i> .....	13
4. <i>Subcontractors/Consent</i> .....	13
5. <i>Amended Proposals</i> .....	13
6. <i>Offeror's Rights to Withdraw Proposal</i> .....	13
7. <i>Proposal Offer Firm</i> .....	13
8. <i>Disclosure of Proposal Contents</i> .....	13
9. <i>No Obligation</i> .....	14
10. <i>Termination</i> .....	14
11. <i>Sufficient Appropriation</i> .....	14
12. <i>Legal Review</i> .....	14
13. <i>Governing Law</i> .....	14
14. <i>Basis for Proposal</i> .....	14
15. <i>Contract Terms and Conditions</i> .....	14
16. <i>Offeror's Terms and Conditions</i> .....	15
17. <i>Contract Deviations</i> .....	15
18. <i>Offeror Qualifications</i> .....	15
19. <i>Right to Waive Minor Irregularities</i> .....	15
20. <i>Change in Contractor Representatives</i> .....	16
21. <i>Notice of Penalties</i> .....	16
22. <i>County Rights</i> .....	16
23. <i>Right to Publish</i> .....	16
24. <i>Ownership of Proposals</i> .....	16
25. <i>Confidentiality</i> .....	16
26. <i>Electronic mail address required</i> .....	16
27. <i>Use of Electronic Versions of this RFP</i> .....	16
28. <i>New Mexico Employees Health Coverage</i> .....	17
29. <i>Campaign Contribution Disclosure Form</i> .....	17
30. <i>Letter of Transmittal</i> .....	17

31. Disclosure Regarding Responsibility .....	18
32. New Mexico/Native American Resident Preferences .....	19
<b>III. RESPONSE FORMAT AND ORGANIZATION.....</b>	<b>20</b>
A. NUMBER OF RESPONSES .....	20
B. NUMBER OF COPIES .....	20
1. Hard Copy Responses .....	20
C. PROPOSAL FORMAT .....	21
1. Proposal Content and Organization .....	21
<b>IV. SPECIFICATIONS .....</b>	<b>22</b>
A. DETAILED SCOPE OF WORK .....	22
B. TECHNICAL SPECIFICATIONS .....	23
1. Organizational Experience .....	23
2. Organizational References .....	23
3. Mandatory Specification .....	24
4. Desirable Specification .....	24
C. BUSINESS SPECIFICATIONS.....	24
1. Letter of Transmittal.....	24
2. Campaign Contribution Disclosure Form .....	25
3. Cost .....	25
4. Resident/Native Business or Resident/Native Veterans Preference .....	25
<b>V. EVALUATION .....</b>	<b>26</b>
A. EVALUATION POINT SUMMARY .....	26
B. EVALUATION FACTORS .....	26
1. B.1 Organizational Experience .....	26
2. B.3 Mandatory Specifications .....	26
3. B.4 Desirable Specifications .....	26
4. C.1 Letter of Transmittal.....	26
5. C.2 Campaign Contribution Disclosure Form.....	27
6. C.4 Cost.....	27
7. C.5. New Mexico Preferences .....	27
C. EVALUATION PROCESS.....	27
<b>ACKNOWLEDGEMENT OF RECEIPT.....</b>	<b>28</b>
<b>CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....</b>	<b>29</b>
<b>DRAFT CONTRACT .....</b>	<b>32</b>
<b>COST RESPONSE FORM.....</b>	<b>44</b>
<b>LETTER OF TRANSMITTAL .....</b>	<b>45</b>
<b>CONFLICT OF INTEREST STATEMENT.....</b>	<b>46</b>
<b>ORGANIZATIONAL REFERENCE QUESTIONNAIRE.....</b>	<b>47</b>
<b>AMENDMENT I.....</b>	<b>52</b>

## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (131-28 NMSA 1978) and Torrance County Procurement Policy <https://www.torrancecountynm.org/departments/finance-department>

The County of Torrance, State of New Mexico, on behalf of the Torrance County Board of County Commissioners, seeks sealed proposals from qualified parties for Professional Services Agreement for Project Management Services for managing aspects of the establishment of EMWT operations.

### **B. BACKGROUND INFORMATION**

In 2007, EMW Gas Association, formerly created by a Joint Powers Agreement (JP A) between Estancia, Moriarty and Willard, initiated planning for a regional water system in the Estancia Basin. On August 1, 2013, the Torrance County Board of County Commissioners passed Resolution 2013-35; this Resolution resolved that the County concurred with the appointment of elected officials, representing Moriarty, Estancia, Willard and Torrance County, with the authority to organize an association for the purpose of acquiring a water supply system, including distribution and transmission pipelines or other works, to serve the City of Moriarty, the Town of Estancia, the Village of Willard, and Torrance County; it also resolved that the development of a regional water system is vital for future development and economic sustainability within the Estancia Basin region; that a regional water association will provide additional opportunities to develop and attract funding for water infrastructure and improvements which will benefit the residents of the communities in the region; that the formation of a regional association will allow for greater flexibility in meeting regional water needs and will allow for the conservation of water resources within the Estancia Valley; and that the regional water association shall be prohibited from exporting water outside of Estancia Valley water basin; and This collaborative work of the appointed elected officials resulted in a JPA in October 2014; the JPA created the EMWT Regional Water Association (EMWT) for the purpose of acquiring or constructing a regional water supply system between the City of Moriarty, the Town of Estancia, the Village of Willard, and the County of Torrance, New Mexico.

### **C. SCOPE OF PROCUREMENT**

This Scope of Work for Project Management Services is to assist EMWT with the establishment of the Regional Water System and related operations. This will include overseeing and ensuring compliance with state agencies. Strategic planning to create a vision and goals of the Association. Developing a scope of operations to determine activities needed to provide service to customers. Develop a finance system and administering grants and other funding. Assistance with PRC.

The duration of the contract resulting from this RFP shall be from November 13, 2024 through November 12, 2025. The contract may only be renewed upon Commission approval for no more than one (1) year term at a time, unless terminated as provided by the contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals (if any), shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978.

This RFP will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

#### **D. CHIEF PROCUREMENT OFFICER**

Torrance County has assigned a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Kristin Saavedra, Chief Procurement Officer

Telephone: (505) 544-4720

Email: ksaavedra@tcnm.us

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Officer. Offerors may contact **ONLY** the Procurement Officer regarding this procurement. Other County employees, departments, or Evaluation Committee members do not have the authority to respond on behalf of the County.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Officer will **NOT** be considered properly submitted.

#### **E. PROPOSAL DELIVERY**

*All deliveries of proposals via express carrier, courier or hand delivery, must be addressed and submitted as follows:*

*Name: Kristin Saavedra*

*Reference RFP Name: EMWT Project Management Services RFP #TC FY24-25-008*

*Address: 205 S. Ninth St. / PO Box 48, Estancia, NM 87016*

#### **F. DEFINITION OF TERMINOLOGY**

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. **“Award”** means the final execution of the contract document.
2. **“Board of County Commissioners”** (also “BCC”) means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.
3. **“Business Hours”** means weekdays (Monday – Thursday) 7:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“Chief Procurement Officer/Procurement Officer”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.

5. “**Close of Business**” means weekdays (Monday – Thursday) 5:00 PM MST/MDT, whichever is in effect on the date given.
6. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services, or construction.
8. “**Contractor**” means any business having a contract with Torrance County.
9. “**County**” means the County of Torrance, State of New Mexico.
10. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
11. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” to identify a desirable or discretionary item or factor.
12. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
13. “**Evaluation Committee Report**” means a report prepared by the Chief Procurement Officer and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
14. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
15. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
16. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
17. “**IT**” means Information Technology.

18. **“Mandatory”** – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
19. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality, and/or quantity, or any other mandatory requirement.
20. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
21. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services, or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
22. **“Procurement”** means purchasing, renting, lease purchasing, or otherwise acquiring items of *tangible personal property, services, or construction*; all procurement functions, including but not limited to preparation of specifications, solicitation of sources, qualification or disqualification of sources, preparation and award of *contract*, and contract administration.
23. **“Professional Services”** means services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and system analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, *construction* managers, and other persons or businesses, providing similar *professional services*, which may be designated as such by determination issued by the state purchasing agent or a central purchasing office. NMSA 1978 §13-1-76.
24. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to procure items of tangible personal property, services, or construction from the agreement(s) awarded as a result of this RFP.
25. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.
26. **“Purchasing”** means the County of Torrance Purchasing Office or the Torrance County Purchasing Officer.
27. **“Purchase Order” or “PO”** means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.
28. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

29. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
30. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
31. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
32. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The County reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.
33. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
34. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
35. **“State (the State)”** means the State of New Mexico.
36. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
37. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
38. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.



## **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments/Addendums, etc.

<https://www.torrancecountynm.org/rfb-rfp>

Other relevant links:

- **Torrance County Procurement Policy:**

<https://www.torrancecountynm.org/departments/finance-department>

- **New Mexico Procurement Code:**

<https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment//BQCwhgziBcwMYgK4DsDWszlQewE4BUBTADwBdoByCgSgBplTCIBFRQ3AT0otojlzYANKIDCSNNACEyP oTC4EbDtypyFCAMp5SAIW4AlAKIAZIwDUAggDIRR2qTAAjaKWxxq1IA>

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

### A. SEQUENCE OF EVENTS

The Procurement Officer will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Torrance County CPO	October 07, 2024
2. Acknowledgement of Receipt Form	Potential Offerors	October 15, 2024 5:00 pm
4. Deadline to submit Written Questions	Potential Offerors	October 17, 2024 5:00 pm
5. Response to Written Questions	CPO	October 21, 2024 5:00 pm
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>October 24, 2024 2:00 pm</b>
7.* Proposal Evaluation	Evaluation Committee	October 28, 2024
8.* Interview of Finalists	Evaluation Committee	October 31, 2024
9* Selection of Finalists	Evaluation Committee	October 31, 2024
10.* Finalize Contractual Agreements/Contract Awards	County/Finalist Offerors Commission Meeting	November 13, 2024 9:00 am
11.* Contract Awards	County/ Finalist Offerors Commission Meeting	November 13, 2024 9:00 am
12.* Protest Deadline	Protest Manager	December 02, 2024 5:00 pm

\*Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

\*\*Contract award is subject to approval of the Board of County Commissioners.

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

#### 1. Issue RFP

This RFP is being issued on behalf of the County of Torrance and the Torrance County Board of Commissioners on the date indicated in Section II.A, Sequence of Events.

#### 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A) to the County buyer, Kristin Saavedra at ksaavedra@tcnm.us, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Officer by 5:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's

representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

**3. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Officer as to the intent or clarity of this RFP until 5:00 pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Officer as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

**4. Response to Written Questions**

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to:

<https://www.torrancecountynm.org/rfb-rfp>

**5. Submission of Proposal**

**ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 4:00 PM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Officer at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the “EMWT Project Management Services” should reference “RFP TC FY24-25-008” and should indicate the deadline for receipt (due date and time). Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

**6. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

**7. Interview of Finalists**

Finalists will be invited to participate in a panel interview with the RFP Evaluation Committee for the purpose of vetting responsive Offerors. This process will take place during the time period indicated in Section II.A (Sequence of Events), above.

**8. Selection of Finalists**

The Evaluation Committee will select, and the Procurement Officer will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter.

**9. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

**10. Contract Awards**

After review of the Evaluation Committee Report, interview, and the tentative contract, the Purchasing Officer anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Officer or the Board of County Commissioners.

**11. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Protest Manager: Misty Witt/Finance Director  
Protest Manager **e-mail** address: [mwitt@tcnm.us](mailto:mwitt@tcnm.us)  
Protest Manager Address: Torrance County Purchasing Division  
PO Box 48 Estancia, New Mexico 87016

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED**

**C. GENERAL REQUIREMENTS**

**1. Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

**2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

**3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the County which may derive from this RFP. The County entering into a contractual agreement with a vendor will make payments to only the prime contractor.

**4. Subcontractors/Consent**

The use of subcontractors is **not** allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement.

**5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **County personnel will not merge, collate, or assemble proposal materials.**

**6. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Officer and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

**7. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals, if the Offeror is invited or required to submit one.

**8. Disclosure of Proposal Contents**

The contents of all submitted proposals will be kept confidential until the final award has been completed by the County. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to:***

1. confidential financial information concerning the Offeror's organization; and
2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.1.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT:** The price of products offered, or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the County shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

**9. No Obligation**

This RFP in no manner obligates the County of Torrance or any of its Departments and/or Employees to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

**10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

**11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

**12. Legal Review**

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Officer.

**13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

**14. Basis for Proposal**

Only information supplied in writing by the Procurement Officer or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

**15. Contract Terms and Conditions**

The contract between the County and a contractor will follow the format specified by the County and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The County discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the County (and its evaluation team), the proposal appears to

be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the County and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

#### **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the County. See Section II.C.15 for requirements.

#### **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the County and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

#### **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

#### **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

**20. Change in Contractor Representatives**

The County reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the County, adequately meeting the needs of the County.

**21. Notice of Penalties**

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, misdemeanor, and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

**22. County Rights**

The County, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.

**23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the county written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or county contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

**24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the County of Torrance. If the RFP is cancelled, all responses received shall be destroyed by the County unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

**25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring County's written permission.

**26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

**27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the county, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://www.torrancecountynm.org/rfb-rfp>



## 28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the County exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## 29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## 30. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differ from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;

4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.**

**31. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent, The County of Torrance, and/or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **32. New Mexico/Native American Resident Preferences**

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

**In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### 1. Hard Copy Responses

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below and sealed according to the definition provided in Section I.F.30. Each ORIGINAL binder (Technical and Cost) shall be clearly marked as "ORIGINAL" on the front of the binder. The additional HARD COPIES must each be submitted in separate binders and must be clearly identified as "COPY" on the front cover.

Technical and Cost portions of Offerors proposal **must** be submitted in separate binders as indicated below in this section, and **must** be prominently identified as "Technical Binder," or "Cost Binder," on each front cover. Envelopes, packages, or boxes containing the original and the copies must be clearly labeled and submitted in a **sealed** envelope, package, or box according to the information provided in Section I.E. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package or box, as long as the Technical Binders and Cost Binders are each submitted in separate binders. **DO NOT submit ANY cost in the Technical Binder.**

Offerors **must** deliver:

- a) **Technical Proposals** – One (1) ORIGINAL, three (3) HARD COPY, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Technical Proposal; ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled binders. The electronic copy MUST be submitted as a USB/CD and **CANNOT** be emailed. **The Technical Proposals SHALL NOT contain any cost information.**
- i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit:
  - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.F.38) versions for evaluation purposes; **AND**
  - ONE (1) additional **redacted** (def. Section 1.F.26) HARD COPY version and ONE (1) additional **redacted** electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the front cover of the hard-copy binder and on the first page of the electronic file.;
- b) **Cost Proposals** – One (1) ORIGINAL and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Cost Proposal; ORIGINAL Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy MUST be submitted as a USB/CD and CANNOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted CD/USB**, one (1) **redacted CD/USB**). **The electronic version can NOT be emailed.**

The ORIGINAL, HARD COPIES, and ELECTRONIC copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization**, may be deemed non-responsive and rejected on that basis.

### C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposal:

#### 1. Proposal Content and Organization

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror's proposal. **Any and all discussion of proposed costs, rates, or expenses must occur ONLY in the Cost Proposal.**

### **Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary (Optional)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16 )
7. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
  - a. Organizational Experience
  - b. Organizational References
  - c. Mandatory Specification
  - d. Desirable Specification
  - e. New Mexico/Native American Resident Preferences (if applicable)
8. Other Supporting Material (if applicable)

### **Cost Proposal (Separate from Technical Proposal)**

1. Completed Cost Response Form (APPENDIX D)

## IV.SPECIFICATIONS

### A. DETAILED SCOPE OF WORK

1. State Compliance – oversee association work to ensure compliance with all necessary state agencies, including but not limited to:
  - a. All required water, facility, and system testing
  - b. Financial and record Audits
  - c. All required reporting for funders, government agencies, and other stakeholders as needed
  
2. Strategic Planning- define the vision for the future and create a plan to achieve goals
  - a. Work with members of the Joint Powers Agreement and other stakeholders to:
    - i. Assess the current situation
    - ii. Define goals and objectives
    - iii. Develop a strategy
    - iv. Determine performance metrics
    - v. Implement the plan
    - vi. Review and revise
  
3. Scope of Operations- determine activities needed to provide services to customers
  - a. Employment Structure
    - i. Identify needs of customers
    - ii. Workforce Management
      1. Develop Hiring Process
        - a. Employ
        - b. Contract
        - c. Job Descriptions
        - d. Recruitment
      2. Determine needed administrative positions
        - a. Operators and engineers
        - b. Accountants.
        - c. IT specialists.
      3. Determine needed field crew
        - a. Operators
        - b. Maintenance
  
4. Finance System – develop systems and structures that support the needs of EMWT and meet all required fiscal requirements
  - a. Set-up Rate Structure
  - b. Set-up Billing Structure
  - c. Purchasing and Procurement Process that
  
5. Grant Administration
  - a. Identify and pursue grant funding
  - b. Administer all grants according to funding requirements

- c. Administer all grants according to standards set forth by EMWT finance system  
Asset Management
- d. Identify all existing assets
  - i. Water rights
  - ii. System
  - iii. Wells
- e. Develop system for tracking and maintaining assets

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience**

Offeror **must**:

- a. provide a detailed description of relevant corporate experience with state government and/or private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Project Management Services. All Project Management Services provided to private sector will also be considered;
- b. provide a detailed resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as people providing Project Management Services. Offeror must include key personnel education, work experience, relevant certifications/licenses, and training.
- c. describe at least two project successes and failures of Project Management engagement. Include how each experience improved the Offeror's services.

### **2. Organizational References**

This section will **not** be included in the evaluation scoring.

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state, or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e. Staff assigned to reference engagement that will be designated for work per this RFP; and
- f. Client project manager's name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX G, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX G. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events.

### 3. Mandatory Specification

- a. Project initiation document
- b. Bi-weekly progress reports
- c. Final project evaluation report
- d. Ability to meet project milestones and deadlines as specified in the RFP.
- e. Experience in water resource management or related fields.
- f. Knowledge of local, state, and federal regulations regarding water projects.
- g. Proficiency in project management tools and methodologies (e.g., Agile, Waterfall).
- h. Capacity for data analysis and reporting.
- i. Knowledge of water system operations and billing.
- j. Proposers must demonstrate knowledge and adherence to all applicable local, state, and federal regulations regarding water management.
- k. Project initiation document.
- l. Progress reports (frequency and format).
- m. Final project report and evaluation.
- n. Proposers must provide proof of legal status (e.g., business license, incorporation documents).
- o. A minimum of five (5) years in project management specifically related to water resource management or similar fields.

### 4. Desirable Specification

- a. Water 1 or 2 certification is not required but would be helpful
- b. Experience with a range of water-related projects, such as infrastructure development, conservation programs, or community engagement initiatives.
- c. Familiarity with local water management challenges and regulations.
- d. Advanced Technical Capabilities
- e. Use of advanced data analytics and management software for project tracking and reporting.
- f. Experience with the latest technologies in water management, such as smart water systems, GIS, and remote sensing.
- g. Sustainable Practices: Proven track record of incorporating sustainable practices and solutions in past projects (e.g., water conservation, renewable energy use).
- h. Ability to conduct thorough environmental impact assessments and integrate findings into project planning.
- i. Experience in developing and executing community engagement strategies to involve local stakeholders.
- j. Skills in managing public relations and communication strategies related to project implementation

## C. BUSINESS SPECIFICATIONS

### 1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**



**2. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

**3. Conflict of Interest Statement**

The Offeror must complete an unaltered Conflict of Interest Statement and submit a signed copy with the Offeror's proposal.

**4. Cost**

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the cost response formula in V.9.

**5. Resident/Native Business or Resident/Native Veterans Preference**

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Evaluation Factors</b> <i>(Correspond to Sections IV.B and IV.C)</i>	<b>Points Available</b>
<b>A. Technical Specifications (520 Total Points)</b>	
B. 1. Organizational Experience	200
B. 2. Organizational References	N/A
B. 3. Mandatory Specification	200
B. 4. Desirable Specification	120
<b>C. Business Specifications (480 Total Points)</b>	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Conflict of Interest Statement	Pass/Fail
C.4. Cost	300
C.5. New Mexico / Native American Resident Preference	<b>80</b>
C.5. New Mexico / Native American Resident Veteran Preference Points per Section IV C.5	<b>100</b>
<b>TOTAL POINTS AVAILABLE</b>	<b>1,000</b>

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

#### 1. B.1 Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

#### 2. B.2 Organizational References

Omitted from the evaluation section.

#### 3. B.3 Mandatory Specifications

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section as per the items listed in IV.B.3.

#### 4. B.4 Desirable Specifications

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section as per the items listed in IV.B.3.

#### 5. C.1 Letter of Transmittal

Pass/Fail only. No points assigned.

**6. C.2 Campaign Contribution Disclosure Form**

Pass/Fail only. No points assigned.

**7. C. 3 Conflict of Interest Statement**

Pass/Fail only. No points assigned.

**8. C.4 Cost**

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

**9. C.5. New Mexico Preferences**

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

**A. New Mexico Resident Business Preference / Native American Resident Preference**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

**B. New Mexico/Native American Resident Veteran Preference**

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Officer may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the County taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A  
REQUEST FOR PROPOSAL**

RFP Name: EMWT Project Management Services  
RFP #: TC FY24-25-008

**ACKNOWLEDGEMENT OF RECEIPT FORM**

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**

To: Kristin Saavedra

E-mail: ksaavedra@tcnm.us

Subject Line: EMWT Project Management Services RFP # TC FY24-25-008

## APPENDIX B CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect or expend contributions on that

official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any: Commissioner Ryan Schwebach, Commissioner Kevin McCall, Member Commissioner Samuel Schropp, Assessor Jesse Lucero, Clerk Linda Jarmillo, Probate Judge Josie Chavez-Eaton, Sheriff David Frazee, and Treasurer Kathryn Hernandez**

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX C**  
**DRAFT CONTRACT**



**TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT**

**EMWT PROJECT MANAGEMENT SERVICES**

**RFP #TC FY24-25-008**

**The Agreement included in this Appendix C represents the contract the County intends to use to make an award. The State of New Mexico and/or Torrance County reserve the right to modify the Agreement prior to, or during, the award process, as necessary.**

THIS AGREEMENT is made and entered into by and between **Torrance County**, New Mexico (hereinafter referred to as the “**County**”), and \_\_\_\_\_ (hereinafter referred to as “**Contractor**”).

**WHEREAS**, the County of Torrance is the government entity in Torrance County receiving and administering funds from the State of New Mexico Environment Department, Water Trust Board, and MRCOG.

**WHEREAS**, Contractor is qualified to provide such services; and

**WHEREAS**, the terms of said agreement require compliance with all applicable Federal and State laws, rules, and regulations, and

**WHEREAS**, there is an on-going need for professional services necessary to perform the Statement of Work as set out herein; and,

**NOW THEREFORE**, the County and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:



1. **Term**

The duration of the contract resulting from this RFP shall be from November 13, 2024 through November 12, 2025. The contract may only be renewed upon Commission approval for no more than one (1) year term at a time, unless terminated as provided by the contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals (if any), shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978.

2. **Statement of Work**

The Contractor shall provide the program of services as set forth in the statement of work, which is attached hereto as “**Attachment 1 – Statement of Work**” and incorporated herein by reference, unless amended or terminated pursuant to Articles 4 or 8, infra.

3. **Limitation of Cost and Compensation**

A. The total amount payable to the Contractor under this Agreement must not exceed **\$60,000.00**, *exclusive* of NM GRT.

B. This amount is a maximum and not a guarantee that the services to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

C. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the "**Statement of Work- Attachment 1.**" The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. All invoices **MUST BE** received by the County no later than five (5) days after the end of each month and at the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

D. Contractor must submit a detailed statement and receipts accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, the County shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been rendered and are acceptable, payment shall be tendered to the Contractor within thirty days after the date of acceptance.

4. **Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to Oshall

be deemed to have been for the convenience of the County. In such an event, adjustment of the agreement price shall be made as provided in Paragraph C of this clause.

**5. Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

**6. Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**7. Release**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Torrance from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**8. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**9. Product of Service -- Copyright**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Torrance and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**10. Conflict of Interest; Governmental Conduct Act**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance, or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer

or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

- 3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;
- 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and
- 5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**11. Amendment**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

**12. Merger**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**13. Penalties for violation of law**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**14. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**15. Applicable Law**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in Torrance County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**16. Workers Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

**17. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration, and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

**18. Disclaimer and Hold Harmless**

Torrance County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Torrance County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Torrance County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**19. Indemnification**

The Contractor shall defend, indemnify and hold harmless the County of Torrance from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement,

caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Torrance and the New Mexico Association of Counties by certified mail.

**20. Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**21. Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**22. Authority**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**23. Lobbying**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**24. Approval of Contractor Personnel**

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The

procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

**25. Survival**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**26. Succession**

This agreement shall extend to and be binding upon the successors and assignments of the parties.

**27. Force Majeure**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**28. Mediation**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**29. Notice to Proceed**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**30. Attorney's Fees**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**31. Cooperation**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**32. Incorporation and Order of Precedence**

Request for Proposals No. TC FY24-25-008 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Any contract amendment(s), in reverse chronological order; then
- B. this contract itself; then
- C. the Request for Proposals; then
- D. the Contractors Best and Final Offer(s), in reverse chronological order; then
- E. the contractor's proposal; then
- F. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

**33. Patent, Copyright, Trademark, and Trade Secret Indemnification**

- A. The contractor shall defend, at its own expense, the County of Torrance against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Torrance based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Torrance for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Torrance shall:
  - 1. give the contractor prompt written notice of any claim;
  - 2. allow the contractor to control the defense or settlement of the claim; and
  - 3. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.
  
- B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:
  - 1. provide a procuring agency of the County the right to continue using the product or service;
  - 2. replace or modify the product or service so that it becomes non-infringing; or
  - 3. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**34. Professional Liability Insurance**

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate with County of Torrance, County of Torrance Board of Commissioners, County Departments, and County Employees listed as Additional Insured.

**35. Contractor's Payment of Property Taxes**

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

**36. Termination For Failure to Comply with All County Tax Requirements**

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

**37. Notices**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Torrance County  
c/o J. Jordan Barela  
P. O. Box 48  
Estancia, NM 87016

And

Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

**38. APPROVAL REQUIRED.**

This Agreement shall not become effective until signed by both parties.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement effective \_\_\_\_\_, 2024.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Torrance County Manager

Printed Name: J. Jordan Barela  
Address: 205 S. Ninth Street, Estancia, NM 87016

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Torrance County Purchasing Agent

Printed Name: KRISTIN SAAVEDRA  
Address: 205 S. Ninth Street, Estancia, NM 87016



**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Ryan Schwebach  
Chairman, District II

\_\_\_\_\_  
Kevin McCall  
Vice Chair, District I

\_\_\_\_\_  
Samuel Schropp  
Member, District III

Approved as to form:

\_\_\_\_\_  
Micheal Garcia  
Torrance County Attorney

Attest:

\_\_\_\_\_  
Linda Jaramillo  
Torrance County Clerk

## **Attachment 1 – Statement of Work**

1. State Compliance – oversee association work to ensure compliance with all necessary state agencies, including but not limited to:
  - a. All required water, facility, and system testing
  - b. Financial and record Audits
  - c. All required reporting for funders, government agencies, and other stakeholders as needed
  
2. Strategic Planning- define the vision for the future and create a plan to achieve goals
  - a. Work with members of the Joint Powers Agreement and other stakeholders to:
    - vii. Assess the current situation
    - viii. Define goals and objectives
    - ix. Develop a strategy
    - x. Determine performance metrics
    - xi. Implement the plan
    - xii. Review and revise
  
3. Scope of Operations- determine activities needed to provide services to customers
  - a. Employment Structure
    - i. Identify needs of customers
    - ii. Workforce Management
      1. Develop Hiring Process
        - a. Employ
        - b. Contract
        - c. Job Descriptions
        - d. Recruitment
      2. Determine needed administrative positions
        - a. Operators and engineers
        - b. Accountants.
        - c. IT specialists.
      3. Determine needed field crew
        - a. Operators
        - b. Maintenance
  
4. Finance System – develop systems and structures that support the needs of EMWT and meet all required fiscal requirements
  - a. Set-up Rate Structure
  - b. Set-up Billing Structure
  - c. Purchasing and Procurement Process that
  
5. Grant Administration
  - a. Identify and pursue grant funding
  - b. Administer all grants according to funding requirements
  - c. Administer all grants according to standards set forth by EMWT finance system  
Asset Management

- d. Identify all existing assets
  - i. Water rights
  - ii. System
  - iii. Wells
- e. Develop system for tracking and maintaining assets

***\*Intentionally Left Blank\****

**APPENDIX D  
COST RESPONSE FORM**

**(APPENDIX D IS TO BE SUBMITTED WITH THE ORIGINAL  
PROPOSAL IN A SEPARATE FILE NAMED COST PROPOSAL)**

**Vendor Name:**

**Address:**

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

Offerors must propose their firm, fixed hourly rate not to exceed a total of \$60,000.00, to include travel. Offeror shall propose its firm, fixed hourly rate for each of the tasks listed in the scope of work utilizing this cost sheet. New Mexico gross receipts taxes are excluded from the proposed firm, fixed hourly rate. They shall be shown separately on the invoice.

TASK:	DESCRIPTION:	TOTAL COST:
State Compliance	Ensure compliance w/ all necessary State agencies	
Strategic Planning	Create a plane to achieve goals	
Scope of Operations	Determine activities needed to provide services	
Finance System	Develop systems and structures that support needs of EMWT	
Help with PRC	Potentially	
Grant Administration	Identify and pursue	

**APPENDIX E**  
**Letter of Transmittal Form**

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

**RFP#: TC FY24-25-008**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED TIN#</b>	
<b>NM BTIN#</b>	

**2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:**

	<b>A Contractually Obligate</b>	<b>B Negotiate*</b>	<b>C Clarify/Respond to Queries*</b>
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Telephone</b>			

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

**3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):**

No.  
 Yes. Identify subcontractor/s: \_\_\_\_\_

**4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)**

No.  
 Yes. Identify entity/-ies: \_\_\_\_\_

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:**

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Must be signed by the individual identified in item #2.A, above.)*

**APPENDIX F  
CONFLICT OF INTEREST STATEMENT**

STATE OF NEW MEXICO )

) ss.

COUNTY OF TORRANCE )

I, \_\_\_\_\_ (name), being first duly sworn upon my oath, depose and state the following:

Terms of the Conflict of Interest are inapplicable.

I am a former employee of \_\_\_\_\_ (name of Department/Agency), having separated/retired from state employment as of \_\_\_\_\_ (date).

I am a current employee of \_\_\_\_\_ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$\_\_\_\_\_

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

\_\_\_\_\_  
NAME

Subscribed and sworn to before me by \_\_\_\_\_ (name of former employee)  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

Terms of the Conflict-of-Interest Affidavit are inapplicable.

My Commission Expires  
\_\_\_\_\_

## **APPENDIX G ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The County of Torrance, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Kristin Saavedra, ksaavedra@tcnm.us by October 24, 2024, 5:00 pm for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP # TC FY24-25-008**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
 (Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to Torrance County, Purchasing Department via e-mail at:

Name: Kristin Saavedra  
 Email: ksaavedra@tcnm.us

Forms must be submitted no later than October 24, 2024, 5:00 pm **and must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the County with the above-referenced Offeror’s service history, successful execution of services, and evidence of customer/client satisfaction.

**For questions or concerns regarding this form**, please contact the Torrance County **Chief Procurement Officer** at Kristin Saavedra, 505-544-4720, ksaavedra@tcnm.us. When contacting the Procurement Officer, include the Request for Proposal number provided at the top of this page.

<b>Organization providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number(s)</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (start and end dates)</b>	
<b>Technical environment for the project your providing a reference</b>	



QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:



**Torrance County**  
P.O. Box 48  
205 South Ninth Street  
Estancia, New Mexico 87016  
505-544-4700

**EMWT Project Management Services  
RFP #TC FY24-25-007**

**AMENDMENT I**

**PROJECT:** EMWT Project Management Services

**Owner:** The County of Torrance, New Mexico

This Amendment No. I shall be incorporated into the above Request for Proposals documents the same as if originally contained therein.

Each proposer shall acknowledge receipt of this Amendment No. I. Failure to do so could render the proposer non-responsive.

INSERT THE FOLLOWING TO NOTICE OF REQUEST FOR PROPOSALS:

- A. Add Amendment I to the Table of Contents
- B. I.C. – Introduction – correct Scope of Procurement verbiage:  
“The duration of the contract resulting from this RFP shall be from November 13, 2024 through November 12, 2024” corrected to “The duration of the contract resulting from this RFP shall be from November 13, 2024 through November 12, 2025”
- C. Appendix C.1. – Draft Contract – correct term verbiage:  
“The duration of the contract resulting from this RFP shall be from November 13, 2024 through November 12, 2024” corrected to “The duration of the contract resulting from this RFP shall be from November 13, 2024 through November 12, 2025”

All other provisions of the Request for Proposals shall remain unchanged. This Amendment No. I is hereby made a part of the Request for Proposals Documents to the same extent as those provisions contained in the original documents and listing thereof.

Torrance County

Kristin Saavedra

Kristin Saavedra, Chief Procurement Officer

October 15, 2024

Date